

## RGIS GUARDS BE DISMISSED.

Judge Clements Says All  
Evidence Proved Men  
Not Armed.

his Employment Agency Under  
Contract to Furnish 500 Men.

The case against the guards of the West Kentucky Coal Company who were arrested on October 26 at Sturgis, charged with having violated Section 1376, crimes and misdemeanors, Kentucky Statutes, which forbids an armed person or body from coming into the State without consent of the Governor or the Legislature, under heavy penalty of a fine of not less than \$1,000 or more than \$5000 or not less than six months and not more than one year in jail, or either so fined and imprisoned at the discretion of the jury. Twenty men, who had been brought to Sturgis by a St. Louis detective and employment bureau, were so arrested and put under bond of \$1,500 each. The trial was begun before County Judge A. W. Clements, of Union county, Tuesday last week, and was concluded on Thursday, when the judge dismissed the cases against the guards upon the ground that the evidence did not sustain the charges.

Judge Clements' decision upon the points at issue are contained in the first and fifth sections of that decision, as follows:

"1st. I find from the evidence both by plaintiff and defendant's witnesses that from all that could be gathered through the whole case, that section 225 of the constitution of Kentucky, and section 1376 Kentucky statutes were not violated by these defendants, and that said defendants were not armed when they came to this State, and the City of Sturgis, Union county."

"5th. It is after careful consideration of this case I have arrived at this conclusion, carefully weighing each point of evidence as best I could, trying to judge impartially with no favorites as far as my duties are concerned; my individual sympathy being with the working class in Union county, having always been a working man myself, and ever ready to stand by them in their rightful efforts. As I have previously said, I have carefully reviewed this case and cannot hold these defendants over to await the action of the grand jury, so, gentlemen, you are dismissed."

One union miner testified that he stood at a pump house opposite the hotel, which is 75 or 100 feet away, on the night of October 24, and saw two guards go into the hotel, one having two pistols in one hand and the other a pistol in each hand; that he saw them conceal these on their persons. He said that he was "dressed in summer clothing and did not get wet because the night was clear and the stars shining." Another union miner swore that on the same night, as he passed the hotel, he saw a large man adjust a belt and saw something flash which he thought was a pistol. He swore it was raining hard and had rained hard all afternoon and until late that night.

The manager of the detective and employment bureau, of St. Louis, testified that he had a contract with the West Kentucky Coal Co. to furnish men to do such work as they might require done and that he was to furnish at least 500 such workmen. He stated that the twenty men on trial did not come armed to Sturgis, but had acted, many of them, as night watchmen and were furnished with guns by the coal company at the places where they were on

duty.

In an interview with the Sturgis News-Democrat, Mr. Jas. T. Gardiner, of New York, who is president of the West Kentucky Coal Co., stated last week that he would abide by the previously published plan of operating his company's coal plants independently of union labor. He says that union labor is unreliable and not able to compete with independent labor that demands the right to earn all that its skill and industry entitle it to. He says the various mining industries will boom Sturgis and all Union county, if the company be not hampered in its rights under the law. He takes the situation coolly and does not seem at all disturbed over the present agitation.

### Smith-Borders.

The marriage of Mr. Jas. Smith and Miss Daisy Bell Borders was solemnized at Springfield, Tenn., on the evening of Nov. 2, 1905.

The above marriage was a surprise to many of the friends of the contracting parties, as few persons knew of it till they were aboard the train for Springfield. Mrs. Smith is the youngest daughter of Mr. Wm. Borders, of Hecla. She is a very lovely girl and deservedly popular. The groom is a most highly respected young man. Their many friends wish them a long happy and prosperous life.

### Society Man Under Arrest in Owensboro.

Owensboro, Ky., Nov. 6.—A sensation was created here by the arrest of Henry Morton, one of the best known young men of Owensboro. He was placed under arrest by Deputy United States Marshal Nichols on the charge of removing valuables from letters in the local postoffice. Morton is night mailing clerk at the postoffice, where he has been employed for several years. He was held over to the November term of the Federal grand jury in the sum of \$1,000. He executed bond and was released.

Morton is about twenty-seven years of age and has been prominent in Owensboro socially for many years. He has a host of friends.

### WOMEN OF FASHION

Dance Merely With Chicago's Hamble Workmen.

Women who lead Chicago society danced with men who toil with their hands for a living at Hull House last evening, and if smiling faces tell of joy the experience was a pleasant one for all, says the Chicago Chronicle.

The members of the Woman's Trade Union League gave the ball, and all social barriers were uprooted and thrown away for the evening. Mrs. Charles Henrotin, who usually graces only the exclusive social functions of the city, led the grand march with J. P. Doland, business agent of the Broommakers' Union. Mrs. Raymond Robins, of New York, was there and danced with men who work a year for the price of the gown she wore. Mrs. Laura Dainty Pelham danced with George Golden. Norris Henrotin danced with Miss Agnes Nestor, business agent of the Glovemakers' Union.

The ball was unique and labor was the lever of the social barriers. The Woman's Trade Union League is composed of women alone. The object of its members is to increase labor unions among the women. The national headquarters is in New York and there are branches in Chicago and Boston. Mrs. Robins was formerly the president, but she was succeeded by Mrs. Henrotin.

## PROPOSED ORDINANCE

Measure Affecting Traction Co.  
—Presented and Read at  
Earlington Council  
Meeting.

ORDERED PUBLISHED AND LAID  
OVER FOR FINAL CONSIDERATION AT NEXT MEETING.

At the regular monthly meeting of the Earlington city council held Monday night the most important business was the presentation of the proposed ordinance "granting the Madisonville Traction Co., the right to construct and operate an interurban electric passenger line from Madisonville to Nortonville" on Sebre Avenue from the northern city limits to the southern city limits of Earlington, which ordinance had been in preparation by the attorneys for the city of Earlington.

The council was late in convening, awaiting the arrival of the ordinance from the office of the attorneys.

When the council convened the ordinance was read and, under advice of attorneys for the city, was ordered published in the Earlington Bee and laid over until next regular meeting, Monday, December 4th, for final consideration.

The ordinance is as follows:

### Ordinance Proposed.

An ordinance granting to the Madisonville Traction Company the right to construct and operate an interurban electric passenger line from Madisonville to Nortonville from the northern city limits to the southern city limits of the City of Earlington on Sebre Avenue in said City.

The said Council of the City of Earlington do ordain as follows:

Section 1: That license and permission be and it is hereby granted to the Madisonville Traction Company to construct, maintain and operate an interurban passenger line using electricity as a motive power over a single track on Sebre Avenue from the northern city limits to the southern city limits of the City of Earlington upon condition that said railroad extend from the City of Madisonville to Nortonville, Kentucky; the said license is not to be exclusive, but shall at all times be subject to the terms and conditions herein expressed.

Section 2: The work of constructing said track and placing same in operation shall be done at the expense of said licensee under the supervision of the Board of Council; and so much of the street as shall be occupied or affected by the construction of the track shall be kept in repair at the sole and exclusive expense of the licensee and shall be repaired and constructed with similar material to the rest of the street and shall conform to the grade of said street as now or it may hereafter be established; and the construction and operation of said road shall at all times be subject to the reasonable regulations by ordinances of the said City; and said road shall be so constructed as not to obstruct any more than may be necessary the use of said street by the public.

Section 3: The said licensee shall indemnify and save harmless the City of Earlington and its agents against any and all claims for damages and indemnify any citizen damaged by reason of the construction and operation of said railroad through said street for personal injury and injury to real property, private or public, by drainage or otherwise; and said licensee shall, to render this clause effectual, give bond with good surety to be approved by the City Council conditioned as follows: Whereas an ordinance granting to the Madisonville Traction Company the right to construct and operate an interurban electric passenger line from Madisonville to Nortonville from the northern city limits to the southern city limits of the City of Earlington on Sebre Avenue in said City; and whereas it is in said ordinance provided that said Madisonville Traction Company

shall indemnify and save harmless the City of Earlington and its agents against any and all claim or liability for damages for personal injuries to any person or to private or public property by drainage or otherwise; and whereas said ordinance and the terms thereof have been accepted by said Madisonville Traction Company and it desires to render said clause in said ordinance effectual, now therefore, in consideration of the premises, the Madisonville Traction Company, principal, and \_\_\_\_\_ and \_\_\_\_\_, its sureties, do hereby covenant to and with the City of Earlington for its benefit and that of its agents that they will indemnify and hold said City and its agents harmless against any and all claim for damages made by any person and indemnify any citizen damaged by, for or on the account of or growing out of the construction, maintenance or operation of said railroad track in Sebre Avenue whether the said claim be for personal injury or injury to real property, private or public, by drainage or otherwise, and we will defend any and all suits or proceedings brought against said City or its agents for or on account of any of these things and will pay any and all judgments and costs that may be recovered against said City or its agents in any such suit or proceedings together with the costs or defense of same.

Given under our hands this the \_\_\_\_\_ day of November, 1905.

Section 4: No car or train shall pass over said track at a rate of speed in excess of six miles an hour; and all cars and trains shall stop even with the curbing of intersecting streets, and said licensee shall have no right to obstruct any intersecting street, except while crossing same in motion; penalties to enforce the provisions of this section shall be provided in a separate ordinance.

Section 5: The said licensee and its successors and assigns may erect poles, wires and electrical appliances in said street to be used in operating said railroad, but the city reserves the right to supervise said work and to cause the removal of any and all such poles, wires and apparatus whenever the said city may see fit and to cause the adoption of system placing such wires and apparatus in underground conduits at any time after said road shall have been in operation for five years.

Section 6: Said licensee shall commence the work of laying said track through said city in good faith within twelve months from the passage of this ordinance and prosecute said work to completion from Madisonville to Nortonville and run cars over and operate said railroad as a carrier of passengers between said points on or before the first day of January, 1908; and it is provided that if said road be not completed and in operation on or before the first day of January, 1908, for the entire distance from Madisonville to Nortonville, then the license and privileges herein granted shall be null and void and all rights of the licensee hereunder shall cease and terminate; and said council may by ordinance order the removal of any and all earth, ballast, ties, rails, material, poles, wires and apparatus from said street at the expense and cost of the licensee.

Section 7: The license and privileges herein granted shall extend and continue for a period of twenty years from and after the passage of this ordinance unless sooner forfeited according to its terms; and this license shall not be transferable or assignable to any other Company or person and shall not be deemed to be exclusive; and if the licensee shall attempt to alien, transfer or assign any rights under this ordinance to any Company or person, then all rights under same shall be forfeited and the city may proceed as provided in section six.

Section 8: The terms of forfeiture and other terms of this ordinance and license shall be deemed conditioned subsequent.

Section 9: Nothing herein shall be construed to abridge or interfere with the police power of said city over said railroads or its operation or over said street; and the use of said street in the operation of said railroad shall at all times be subject to reasonable regulation by ordinance.

### A Pleasant Evening.

Mr. and Mrs. Jno. B. Atkinson entertained informally at their home Saturday evening in compliment to their charming guests, Misses Banks and Sebre. Five Hundred was played and delicious refreshments served, the occasion proving in every way a most happy one.

## FRANK BALL

Will Return to Middlesboro, and  
Face a Bell County  
Jury.

WHEN ASSURED OF A FAIR TRIAL.

Frank Ball, the alleged Bell county fugitive-murderer, says he will return to Middlesboro for trial when satisfied he can have a fair and impartial hearing. The troops at Middlesboro spent a quiet day and there was no further trouble with the outlaws in the mountains, who are now said to be under the leadership of Riley Ball, a sixteen-year-old boy. Under a misapprehension Col. Roger Williams, of the 2nd. Reg., K. S. G., ordered all the companies of his regiment ready for service in the mountains, but it is not now thought they will be needed.

Houston Ball, brother of Shelby Ball, who is the reputed leader of the gang in the mountains, and of Frank Ball, accused of Jack Bolen's murder, and uncle of Riley Ball, a sixteen-year-old boy, indicted for complicity in the murder, gave out an interview, in which he said that Frank Ball had left the country. Shelby Ball, he says, is ill unto death of consumption and heart disease, and he believes Riley Ball and the gang have left the mountains. He says that he has been in communication with Frank Ball, and that he will return and surrender to the authorities within two weeks. It is said that an effort is being made to receive assurance from Circuit Judge Moss that he will be given bail before he gives himself up.

Despite the reported conflict in the mountains yesterday, two hold-ups were reported from Cumberland Gap, and it is said \$97 in money was obtained from the men who were stopped. It is now believed that Shelby Ball is not the leader of the gang, but that Riley Ball, the boy, is the leader. Houston Ball said that he had positive information that the hold-ups had been committed by Charles Burch, a former convict, from Tennessee, and Pat Gully, who is with the gang.

Ball is not sure how many men have been hiding in the mountain fastness, but believes there are only a few.

A reputable resident of Cumberland Gap visited the camp last week, however, and counted twelve men. Among them were Burch, Gully, Shelby and Riley Ball, two men named Linger and Wilder and Jim Stewart, who, it is said, owns and operates the blind tiger. This same resident, who visited Middlesboro Monday, said that two men had been held up in the mountains and robbed of \$97. He was not sure of their names, but said they had reported the case to the Tennessee authorities. He also said that Shelby Ball was seen in Cumberland Gap yesterday.

There was a report rife at Middlesboro Monday, verified from Cumberland Gap, that Shelby Ball and one son are now staying at a house known as the Crosby place, just over the Tennessee line. It is reported that this has become the headquarters of the gang, and upon this evidence the Tennessee authorities will be appealed to for assistance in the arrest of the gang.

Houston Ball is the owner of a saloon in Middlesboro. He has a high reputation as a business man, and his statements regarding the brothers are regarded as correct. He said this afternoon

that Frank Ball has not been near Middlesboro for at least ten days. In connection with the shooting of Robert Bryson, the Louisville and Nashville watchman, who was wounded Wednesday night, he said that Frank Ball was more than a day's ride away. He further said that Frank Ball had not been in the mountains, and that he had been in communication with him and has knowledge that he will surrender to the authorities. This, he said, will be, he believes, within two weeks, and possibly sooner.

### RURAL DELIVERY ROUTES.

Kentucky Has 594 With 195 Petitions  
Pending.

The number of rural free delivery routes in Kentucky according to the reports of the Fourth Assistant Postmaster General which has just been made public is 594. Petitions for 195 routes to be established are pending.

The Second Congressional District has 104 routes and petitions pending for the establishment of 18 more in the district.

The state of Tennessee has 1,478 routes and 2,063 are in operation in Indiana.

### Doctors Hopeful of

Editor Matthews' Recovery.

The physicians at the Western Kentucky Asylum for the Insane are hopeful of the speedy recovery of Heber Matthews, the well known editor of the Hartford Herald, who was a few days ago adjudged to be of unsound mind and brought to the institution for treatment. The trial was held in the Ohio county court. Mr. Matthews has been connected with the Herald for fifteen years and has long been regarded as one of the ablest newspapermen in Western Kentucky. He is a prominent member of the Kentucky Press Association. Mr. Matthews has been ailing for several months, but his devotion to his profession kept him hard at work in spite of his physical condition until a nervous breakdown resulted. He has improved steadily since he has been undergoing treatment at the asylum, and will probably soon be able to return to his home and resume his journalistic duties.

### South Kentucky College to be Rebuilt.

South Kentucky College, which burned recently at Hopkinsville, will be rebuilt at a cost of \$30,000. Rev. J. W. Hardy, at one time connected with the institution, has been prevailed upon to raise the money, and says if Hopkinsville will do her duty he can get the necessary outside aid. Mr. Hardy was mainly instrumental in securing funds to put up a new building after the fire of 1884.

### Fire at Crofton.

Hopkinsville, Ky., Nov. 6.—The town of Crofton was visited by a \$15,000 fire late Saturday night that destroyed seven business houses in the principal business portion of the town. The buildings burned were O. M. Dulin, dry goods, loss \$3,650, insurance \$2,400; M. B. Brown & Son, general store, \$3,700, insurance \$1,400; Crofton Hotel, \$3,800, insurance \$2,000; W. H. Martin, drugs, \$1,000, no insurance; Croft & Brasher, drugs, \$1,300, no insurance; Joe Lanier, saloon, \$500, no insurance; Home Telephone Company, Exchange in Martin's store, \$500, with no insurance.

Famine is prevalent in 100 districts of 23 Russian provinces. This means that 18,000,000 persons will have to be fed until next July.